

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MONTANA

BUTTE DIVISION

FILED

FEB 15 2018

Clerk, U.S. District Court
District Of Montana
Helena

In re:

YELLOWSTONE MOUNTAIN
CLUB, LLC, *et al*,

Debtors.

BRIAN A. GLASSER, AS TRUSTEE
OF THE YELLOWSTONE CLUB
LIQUIDATING TRUST,

Plaintiff,

vs.

DESERT RANCH LLLP, a Nevada
limited liability limited partnership;
DESERT RANCH MANAGEMENT
LLC, a Nevada limited liability
company; TIMOTHY BLIXSETH, an
individual; BEAU BLIXSETH, an
individual; THORNTON BYRON
LLP, an Idaho limited liability
partnership; GEORGE MACK, an
individual; JOHN DOES 1-100; and
XYZ CORPS. 1-100,

Defendants.

CV 15-40-BU-SEH

Bankruptcy No. 08-61570-11

Adversary No. 10-00015

**STIPULATED ORDER
REGARDING INJUNCTION
ORDER (BANKR. DOC. 216)**

Pending before the Court is Plaintiff Brian A. Glasser, as Trustee of the Yellowstone Club Liquidating Trust's Amended Motion for Entry of a Stipulated Order Modifying Preliminary Injunction¹ and the parties' Stipulation regarding Injunction Order,²

ORDERED:

1. The Bankruptcy Court's order dated December 13, 2013 (Bankr. Doc. 216) (the "Restraining Order") enjoining Timothy L. Blixseth ("Blixseth") "from spending, transferring, concealing, dissipating, disposing, assigning, hypothecating and/or encumbering any of [his] assets in an amount or of a value that exceeds \$5,000.00 without prior Court approval"³ is hereby modified solely for the purpose of allowing Blixseth to transfer, assign, or encumber the Litigation Rights (as defined in the Stipulation⁴) to the Third Party (as defined in the Stipulation⁵) in connection with the consummation of the transactions

¹ Doc. 155.

² Doc. 156-2.

³ Doc. 216 at 2, *In re Yellowstone Mountain Club, LLC*, Adv. No. 10-00015 (Bankr. D. Mont. Dec. 13, 2013).

⁴ Doc. 156-2.


⁵ Doc. 156-2.

contemplated by the Agreement (as defined in the Stipulation⁶).

2. Except as expressly modified herein, the Restraining Order shall remain in full force and effect.

3. The authority granted pursuant to this Stipulated Order and any transfer, assignment, or encumbrance pursuant hereto shall be null and void and of no force and effect if the Third Party fails to timely consummate the transactions contemplated by the Agreement.

DATED this 15th day of February, 2018.


SAM E. HADDON
United States District Judge

⁶ Doc. 156-2.